



Registration of a Charge

Company Name: **ABH COMMERCIAL LIMITED**

Company Number: **SC736155**



Received for filing in Electronic Format on the: **31/03/2023**

XC0H8UDU

Details of Charge

Date of creation: **30/03/2023**

Charge code: **SC73 6155 0002**

Persons entitled: **GOLDENTREE FINANCIAL SERVICES PLC**

Brief description: **THE LAND AT EAST BANCHORY BUSINESS PARK, BURN O'BENNIE ROAD, BANCHORY (NOW KNOWN AS UNITS 1 TO 9 EAST BANCHORY BUSINESS PARK) UNDERGOING REGISTRATION IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER KNC31593**

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **JILL BROCKLEHURST**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 736155

Charge code: SC73 6155 0002

The Registrar of Companies for Scotland hereby certifies that a charge dated 30th March 2023 and created by ABH COMMERCIAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st March 2023 .

Given at Companies House, Edinburgh on 31st March 2023

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

**Standard Security
Individual/Company/LLP**

Owner:	ABH Commercial Limited (Registered Number SC736155) and having their registered office at Rosewood, Raemoir Road, Banchory, United Kingdom, AB31 4ET
Goldentree:	Goldentree Financial Services Plc , (Company Number 4179323) and having their Registered Office at The Spectrum, 56-58 Benson Road, Birchwood, Warrington, WA3 7PQ
Property:	ALL and WHOLE the lands at East Banchory Business Park, Burn O'Bennie Road, Banchory (now known as Units 1 to 9 East Banchory Business Park) being those subjects undergoing registration in the Land Register of Scotland under Title Number KNC31593 (" the Property ")
Facility Agreement:	means the Facility Agreement between the Owner and Goldentree dated 15 July 2022

1 Obligations

- 1.1 The Owner undertakes to pay to the Goldentree or otherwise discharge, in each case on demand, the Obligations. The **Obligations** are all the Owner's liabilities to the Goldentree (present, future, actual or contingent and whether incurred alone or together with another or as a partner of a firm (an **Other Person**)) and all obligations under this standard security and include:
- 1.1.1 **Interest** at the rate charged by the Goldentree, calculated both before and after demand or decree on a daily basis and compounded according to agreement, or, in the absence of agreement, monthly on the days selected by the Goldentree,
- 1.1.2 any expenses the Goldentree incurs (on a full indemnity basis and with Interest from the date of payment) in taking, perfecting, protecting, enforcing or exercising any power under this standard security.
- 1.2 A **Certificate** signed by a Goldentree official as to the amount of the Obligations will be binding on the Owner except if there is an obvious error.

2 Charge

The Owner as continuing security for the payment or other discharge of the Obligations, in each case on demand grants a standard security to the Goldentree over the Property.

3 Standard Conditions

The Owner agrees that the **Standard Conditions** specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 and any lawful variation to them operative for the time being, as varied by the Terms, apply to this standard security; and the **Standard Conditions** shall be varied to the effect that:-

(First) the Definitions contained in the said Schedule 3 shall have effect also for the purposes of the following variations:-

(Second) the insurance to be effected in terms of Standard Condition 5 (a) shall provide cover to the extent of the reinstatement value of the Security Subjects and not the market value thereof;

(Third) all policies of insurance affording cover in respect of the Security Subjects shall be disclosed to Goldentree by the Owner in order that they may be written or endorsed for the interest of Goldentree and the Owner as Goldentree may require and shall in other respects be deemed for the purposes of this Standard Security to have been effected under Standard Condition 5 (a). All monies becoming payable under any policies effected or deemed to have been effected under

Standard Condition 5 (a) shall be applied in making good the loss or damage in respect of which such monies become payable or, if Goldentree so requires, in or towards the discharge of the sums secured by this Standard Security;

(Fourth) it shall be an obligation on the Owner not to make directly or indirectly any Application for Planning Permission in relation to the Security Subjects or any part thereof or make Application for an Improvement Grant or other Grant in respect of the Security Subjects or any part thereof without the prior consent in writing of Goldentree in each case which consent, if granted may be so granted subject to such Conditions as Goldentree may see fit to impose;

(Fifth) if Goldentree shall enter into possession of the Security Subjects Goldentree shall be entitled (if it thinks fit) at the risk and expense of the Owner to remove, store, sell or otherwise deal with any furniture, goods, equipment or other moveable property left in or upon the Security Subjects and not removed within fourteen days of Goldentree entering into possession, without Goldentree being liable for any loss or damage occasioned by the exercise of this power; Goldentree shall however be subject to an obligation to account for the proceeds of any such sale after deducting all expenses incurred by Goldentree in relation to such furniture, goods, equipment or other moveable property; and

(Sixth) for the avoidance of doubt any breach of the terms of the Facility Agreement by the Owner shall be a circumstance in which the Owner shall be held to be in default for the purposes of Standard Condition 9 (1) (b).

4 Warrandice

The Owner grants warrandice.

5 Registration and execution

The Owner consents to registration of this standard security and any Certificate for execution. This standard security consisting of this and the preceding page annexed are executed as follows:

Signature of witness

Cairn McNeil

Full name of above (print)

*100 Union Street
Aberdeen*

Address of witness

Director of ABH Commercial Limited

STEVE MITCHELL

Full name of above (print)

27/03/2023

Date of signing

Aberdeen

Place of signing